

AGREEMENT

THIS AGREEMENT dated this thirtieth day of January 2004, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and BELLWETHER SOLUTIONS LLC hereinafter referred to as the "Contractor".

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County: grazing of sheep along the Miccosukee Canopy Road Greenway and other areas mutually agreed upon for the experimental control and/or eradication of kudzu and other invasive exotic plants on a ten acre stand near Miles Johnson Rd or other designated acres as mutually agreed upon, in accordance with the plans and specifications.

Leon County understands and agrees that the use of sheep for the purposes set forth in the Contract is experimental and that the results of the services provided under this Contract, including the amount of acreage that can be grazed, is inherently uncertain and cannot be guaranteed. In addition, Contractor's availability to the media and other groups for public relations and educational activities shall be limited to the extent that such activity would conflict with other obligations of the Contractor under this Contract or by commitments relating other clients of the Contractor.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed subject to acceptance by Contractor.

The performance of County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County according to the following payment schedule contained in the bid AGREEMENT BETWEEN LEON COUNTY AND BELLWETHER SOLUTIONS LLC proposal for a total sum of \$25,000 on completion of each phase of the work and acceptance of it as satisfactory. First invoice of \$20,000 submitted by May 1, 2004, and a second invoice of \$5,000 submitted by July 1, 2004.

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services as per the attached payment schedule.

5. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

6. INSURANCE

A. Bidder shall purchase and maintain the following minimum limits of insurance:

- 1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$300,000 combined single limit per accident for bodily injury and property damage,
- 3) Workers' Compensation and Employer's Liability: Insurance covering all employees meeting statutory limits in compliance with applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident.

B. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

C. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

D. Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

7. PERMITS

The County shall pay for all necessary permits that may be required by law.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

AGREEMENT BETWEEN LEON COUNTY AND BELL WETHER SOLUTIONS

9. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

11. MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

The Contractor shall meet or exceed the MBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

12. TERMINATION

Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall also give the Contractor a detailed description of the specific grounds for such termination and allow the Contractor thirty (30) days to rectify the situation after the written notice. If after thirty days, the Contractor has not rectified the situation and is still unable to perform its obligations hereunder, the County may then terminate the Contract by mailing a notice of termination to the Contractor.

13. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

14. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

15. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

16. TERMS OF RENEWAL

This project is now in the fifth year of a five year term.

17. ADDITIONAL SERVICES

In the event the county wishes to have grazing done outside the above listed scope of services, subject to site review and mutual agreement Bellwether will perform additional grazing on the following cost per acre per pass schedule:

- Areas smaller than twenty-five acres will continue at the current rate of \$350.00 per acre per pass,
- Areas greater than 25 acres for single or double passes in a season \$250.00 per acre per pass, and
- Areas greater than twenty-five acres where three or more passes are needed in one season \$150.00 per acre per pass.

AGREEMENT BETWEEN LEON COUNTY AND BELLWETHER SOLUTIONS LLC

HERETO, the parties have set their hands and seals effective the date whereon the last party executives
this
Agreement.

CONTRACTOR

WITNESS: *Emily Mallon*
WITNESS: *Reg Collins*
BY: *[Signature]*
President
BY:

(CORPORATE SEAL)

COUNTY OF MERRIMACK
STATE OF New Hampshire

The foregoing instrument was acknowledged before me this thirtieth day of January 2004

By D. Dickinson Henry, Jr. , of Bellwether Solutions LLC
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Delaware corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced -as
(type of identification)

Signature of Notary *Diane T. Burleigh*
Print, Type or Stamp Name of Notary *Diane T. Burleigh*
Title or Rank *Customer Service Representative*
Serial Number, If Any

LEON COUNTY, FLORIDA

BY:

Jane G. Sauls, Chairman
Board of County Commissioners

DATE:-

ATTEST:

Bob Inzer, Clerk of the Court
Leon County, Florida

By:

Approved as to Form:

By:

Herbert W. A. Thiele, Esq.
County Attorney